



#### New Business - Consultant Contracts

**Title:** CC9 Consultant Contract for Schoolhouse Consulting Group, Inc.

**Recommendation:**

I recommend award of the consultant contracts with Schoolhouse Consulting Group, Inc. not to exceed **\$300,000.00 for a two year period effective January 1, 2008 through December 31, 2009** and authorize the Superintendent and Board Chairman to sign all needed documents.

**Description:**

CC9 Consultant shall perform the following services:

1. Represent the School District before the Florida Legislature, Department of Education, State Board of Education and Florida Congressional Delegation and Congressional offices as needed.
2. Consult and advise the School District regarding education policy, funding and political strategy. (See Attachment A).

**Financial Impact:**

The Financial Impact to the District shall not exceed \$300,000.

Fund Source: Operating Budget Funds  
Consultant Services

**For Additional Information, contact:**

Joseph Moore, [Moorej@palmbeach.k12.fl.us](mailto:Moorej@palmbeach.k12.fl.us)

**Attachments (list):**

Schoolhouse Consulting Contract with Attachment.pdf  
Schoolhouse Consulting Beneficial Interest.pdf  
Schoolhouse Consulting Previous Evaluation.pdf  
Schoolhouse Consulting Legal Checklist.pdf



THE SCHOOL DISTRICT OF PALM BEACH COUNTY

## School District Consultant Agreement

### Agreement between the School Board of Palm Beach County and Schoolhouse Consulting Group, Inc.

AGENDA ITEM NUMBER	BOARD MEETING DATE October 19, 2007
CONTACT Joseph M. Moore	PX 48510
SCHOOL / DEPARTMENT Chief Operating Officer	

THIS AGREEMENT is entered into this nineteenth day of October, 2007 by and between the SCHOOL BOARD OF PALM BEACH COUNTY, hereinafter referred to as "Board" and Schoolhouse Consulting Group, Inc. hereinafter referred to as "Consultant".

WHEREAS, the Board desires to enter into this Agreement with the Consultant, providing, among other things, for the Consultant's services to the Board; and

WHEREAS, the Consultant desires to enter into this Agreement with respect to his/her (hereinafter his) services to the Board, upon the terms and conditions hereinafter set forth.

WHEREAS, the Consultant is specially trained and possesses the necessary skills, experience, education and competency, and licenses or credentials to perform the required services.

NOW, THEREFORE, the Board and the Consultant agree as follows:

#### 1. TERM

The term of this Agreement shall commence on January 1, 2008 and shall end on December 31, 2009

#### 2. RESPONSIBILITIES OF CONSULTANT

A. The Consultant shall perform the following services:

1. Represent the School District before the Florida Legislature, Department of Education, State Board of Education and Florida Congressional Delegation and Congressional offices as needed.

2. Consult and advise the School District regarding education policy, funding and political strategy. (See Attachment A)

B. Time, date, and location of services:

Continuous throughout effective dates of contract as necessary for development and implementation of legislative agenda in Tallahassee and Washington. And, when requested by Superintendent, in Palm Beach or other locations.

#### 3. CONSULTANT BACKGROUND INFORMATION

Education B.A. Florida State University, M.Ed. Florida Atlantic University

Position and Address President, Schoolhouse Consulting Group, Inc.

Target Group/School/Department Legislative Representation including FL Leg. & Exec. Branches & US Congress

Approximate Number to be Served N/A

#### 4. EVALUATION/FOLLOW-UP METHOD

Evaluation of the Consultant shall be provided by Joseph M. Moore, COO

TITLE OF THE CONSULTANT'S SUPERVISOR

of the District at regular intervals and in accordance with the attached evaluation tool, Exhibit "A".

#### FINANCIAL IMPACT

The financial impact is \$300,000.00 The source of funds is Office of Chief Operating Officer/Govt. Relations

DEPT	FUND	FUNC	ACCT	PROGRAM	BUDG. MGR.	LOCAL CODE	AWARD YEAR
	1000	7210	531010	000	9022		

#### 5. COMPLIANCE WITH POLICIES AND LAWS

The Consultant shall comply with all current School Board of Palm Beach County's Policies. The School Board's policies are located at <http://www.palmbeach.k12.fl.us/> or [www.schoolboardpolicies.com](http://www.schoolboardpolicies.com) and are incorporated herein. It shall be the Consultant's responsibility to comply with all School Board Policies as they may be modified from time to time during the term of this Agreement. The Consultant shall abide by all applicable federal, state and local laws.

6. **COMPENSATION**

A. The School Board shall pay the Consultant the maximum sum of (write out amount)

Two-year contract at \$147,000 for calendar year 2008 and \$147,000 adjusted by 2008CPI/urban for Miami-Ft.Lauderdale, not to exceed 4%, for calendar year 2009.  
(\$ N/A ), for a maximum of N/A hours which is based upon the following rate schedule.  
Daily Rate: N/A Half Day Rate: N/A  
Hourly Rate: N/A Flat Rate: Not to exceed \$300,000.00

I grant permission for any or all parts of this presentation to be videotaped. ☐ Yes ☐ No

B. No payment shall be made unless and until the Board verifies that all services for which payment is requested have been fully and satisfactorily performed. The Consultant shall submit to the Board any documentation necessary to substantiate the full and satisfactory performance of the services for which payment is requested. The administrator who will verify the services have been performed and approve the invoice is:

Joseph M. Moore, COO

7. **CONFIDENTIALITY OF STUDENT RECORDS**

The Consultant is subject to all School District obligations relating to compliance with student records confidentiality laws. By signing this Agreement, the Consultant acknowledges and agrees to comply with the Family Educational Rights and Privacy Act (FERPA) and all State and Federal Laws relating to the confidentiality of student records.

- ☒ Consultant will not receive student Information.
- ☐ Consultant will receive student Information and *Release or Transfer of Student Information* (PBSD 0313) will be completed prior to Consultant receiving student information.
- ☐ Consultant will receive student Information. Since parental consent will not be obtained and Consultant has legitimate educational interests in the information, Consultant shall hereby be deemed an "other school official" in accordance with School Board Policy 5.50 and shall enter into the Addendum concerning student information (Exhibit C) which is attached hereto and incorporated herein.

8. **BACKGROUND CHECKS/FINGERPRINTING**

**The Jessica Lunsford Act:** All individuals who are permitted access on school grounds when students are present, individuals who will have direct contact with children or any student of the School District, or who will have access to or control of school funds must be fingerprinted and background checked. Consultant agrees to undergo a background check and fingerprinting if he/she is an individual who meets any of the above conditions and to require that all individuals in the organization who meet any of the conditions to submit to a background check, including fingerprinting by the School District's Police Department, at the sole cost of Consultant. Consultant shall not begin providing services contemplated by this Agreement until Consultant receives notice of clearance by the School District. The School Board, nor its members, officers, employees, or agents, shall not be liable under any legal theory for any kind of claim whatsoever for the rejection of Consultant (or discontinuation of Consultant's services) on the basis of these compliance obligations. Consultant agrees that neither the Consultant, nor any employee, agent or representative of the Consultant who has been convicted or who is currently under investigation for a crime delineated in Florida Statutes §435.04 will be employed in the performance of this contract.

9. **INDEPENDENT CONTRACTOR**

The Consultant is, for all purposes arising under this Agreement, an independent contractor. the Consultant and its officers, agents or employees may not, under any circumstances, hold themselves out to anyone as being officers, agents or employees of the Board. No officer, agent or employee of the Consultant or Board shall be deemed an officer, agent or employee of the other party. Neither the Consultant nor Board, nor any officer, agent or employee thereof, shall be entitled to any benefits to which employees of the other party are entitled, including, but not limited to, overtime, retirement benefits, workers compensation benefits, injury leave, or other leave benefits.

10. **OWNERSHIP**

- A. All reports, studies, information, data, statistics, forms, designs, plans, procedures, systems, and other materials produced by the Consultant under this Agreement shall be the sole and exclusive property of Board. No such materials produced, either in whole or in part, under this Agreement shall be subject to private use, copyright or patent right by the Consultant in the United States or in any other country without the express written consent of Board.
- B. Board shall have unrestricted authority to publish, disclose, distribute and otherwise use, copyright or patent any such materials produced by the Consultant under this Agreement.



11. **INDEMNIFICATION/HOLD HARMLESS**

The Consultant shall, in addition to any other obligation to indemnify the Palm Beach County School Board and to the fullest extent permitted by law, protect, defend, indemnify and hold harmless the School District, their agents, officers, elected officials and employees from and against all claims, actions, liabilities, losses (including economic losses), costs arising out of any actual or alleged bodily injury, sickness, disease or death, or injury to or destruction of tangible property including the loss of use resulting there from, or any other damage or loss arising out of, or claimed to have resulted in whole or in part from any actual or alleged act or omission of the Consultant, or anyone directly or indirectly employed by them, or of anyone for whose acts any of them may be liable in the performance of the work; or violation of law, statute, ordinance, governmental administration order, rule or regulation in the performance of the work; claims or actions made by the Consultant or other party performing the work. The indemnification obligations hereunder shall not be limited to any limitation on the amount, type of damages, compensation or benefits payable by or for Consultant under workers' compensation acts; disability benefit acts, other employee benefit acts or any statutory bar. Any cost or expenses, including attorney's fees, incurred by the Palm Beach County School District to enforce this agreement shall be borne by the Consultant. The Consultant recognizes the broad nature of this indemnification and hold harmless article, and voluntarily makes this covenant for good and valuable consideration provided by the School Board in support of this indemnification in accordance with the laws of the State of Florida. This article will survive the termination of this Agreement.

12. **TRAVEL**

Travel ☐ is ☒ is not allowable for this contract. Estimated travel expense is not to exceed See Attachment A for exceptions. for the term of the contract. The Consultant agrees to submit all necessary documentation and proof of expenses in accordance with F. S. § 112.061 and School Board Policy #6.01. The Consultant further agrees that reimbursement for travel must be submitted on travel reimbursement forms with the rates determined by F.S. § 112.061 and School Board Policy 6.01 and must be authorized by the appropriate administrator(s).

13. **AMENDMENT**

This Agreement may be amended only with the mutual consent of the parties. All amendments must be in writing and must be approved by the School Board.

14. **ASSIGNMENT**

Neither the Consultant nor the Board may assign or transfer any interest in this Agreement without the prior written consent of the other party.

15. **GOVERNING LAW AND VENUE**

This Agreement shall be construed in accordance with the laws of the State of Florida. Any dispute with respect to this Agreement is subject to the laws of Florida, venue in Palm Beach County, Florida. Each Party shall be responsible for its own attorney's fees and costs incurred as a result of any action or proceeding under this agreement.

16. **TERMINATION**

The Board reserves the right to terminate this contract at any time and for any reason, upon giving thirty (30) days notice to the other party. If said contract should be terminated for convenience as provided herein, the Board will be relieved of all obligations under said contract and the Board will only be required to pay that amount of the contract actually performed to the date of termination with no payment due for unperformed work or lost profits. In the event School Board determines that the Consultant's services are not being performed as agreed upon, the Consultant shall be deemed to be in default and the School Board reserves the right to cancel this contract with five (5) days notice and to withhold all monies due the Consultant until such time as the Board, in its sole discretion shall determine whether to have the contract services completed by others or to cease obtaining the services. In the event that the Board determines to have the contract completed by others, the Consultant shall be liable for any costs of completion in excess of that called for in this contract. In the event that the Board determines not to have the contract completed by others, the Consultant shall be paid for the services that it satisfactorily performed prior to the termination but, in no event, shall the Consultant be paid for any work not actually performed or for lost profits.

In the event that it is determined that a termination for cause was unjustified, the termination shall be deemed a termination for convenience and the Consultant shall be entitled to payment only for work actually performed prior to the termination and to any additional sums.

17. **MINORITY STATUS**

The School District strongly encourages active minority/women business enterprise participation with all professional services. The Consultant certifies that:

This business is minority owned and operated (minimum 51%) ☐ Yes ☒ No

If a consultant not representing a firm, I am a minority. ☐ Yes ☒ No

If either statement above was checked yes, please indicate minority group.

☐ Black or African American ☐ Asian ☐ Native Hawaiian or Other Pacific Islander ☐ Hispanic or Latino  
☐ American Indian or Alaskan Native ☐ Disabled ☐ White Female ☐ Other

18. **LEGAL REVIEW**

The parties hereto represent that they have reviewed the Agreement and have sought legal advice concerning the legal significance and ramifications of the provisions contained herein.

19. **NOTICES**

Any notice *permitted or required* under this Agreement shall be in writing and signed by the party giving or serving the same, and shall be served either by personal delivery or *certified mail to the* following persons and at the following addresses:

Consultant	<u>Vernon A. Pickup-Crawford</u>	SCHOOL BOARD OF
Address	<u>571 Kingsbury Terrace</u>	PALM BEACH COUNTY, FLORIDA
	<u>Wellington, FL 33414</u>	Purchasing Department
		3300 Forest Hill Boulevard, Suite A 323
		West Palm Beach, Florida 33406
Telephone #	<u>( 561 ) 644 - 2439</u>	Extension # _____
Consultant Email ( <b>required</b> )	<u>vacrawford@msn.com</u>	

20. **MANDATORY CONTRACT DOCUMENTS (If contract is going to Board for approval)**

This Agreement includes the terms and conditions set forth in this document, and set forth in the following additional documents attached hereto and incorporate herein: (approval will not be granted without these **mandatory** attachments)

"Exhibit A"	-	<i>Provide consultant evaluation (PBSD 2075)</i>
"Exhibit B"	-	<i>Beneficial Interest and Disclosure of Ownership Affidavit (PBSD 1997)</i>

- \$2,500 or less requires consultant and principal/director signature only.
- \$2,501 to \$10,000 requires signature of consultant, principal/director, area/assistant superintendent, chief academic/operating officer and superintendent.
- All consultant contracts over \$10,001 must be approved by the Legal Department before going to the Board. The Board Chairman will sign the contract after Board Approval.

**NOW, THEREFORE, the parties hereto have affixed their signatures on the day and year first above written.**

 SIGNATURE OF CONSULTANT	<u>9/26/07</u> DATE	<u>Vernon A. Pickup-Crawford</u> PRINT NAME OF THE CONSULTANT
 SIGNATURE OF PRINCIPAL / DIRECTOR	<u>9/28/07</u> DATE	<u>Joseph M. Moore, COO</u> PRINT NAME OF THE PRINCIPAL / DIRECTOR
 SIGNATURE OF AREA / ASSISTANT SUPERINTENDENT	 DATE	 PRINT NAME OF THE AREA / ASSISTANT SUPERINTENDENT
 SIGNATURE OF CHIEF ACADEMIC / OPERATING OFFICER	<u>9/28/07</u> DATE	<u>Joseph M. Moore, COO</u> PRINT NAME OF THE CHIEF ACADEMIC / OPERATING OFFICER
 SIGNATURE OF LEGAL SERVICES DESIGNEE	<u>9-27-07</u> DATE	<u>Kalintha R. Dillard</u> PRINT NAME OF THE LEGAL SERVICES DESIGNEE
 SIGNATURE OF ARTHUR C. JOHNSON, Ph. D. SUPERINTENDENT	<u>10/17/07</u> DATE	 SIGNATURE OF WILLIAM G. GRAHAM SCHOOL BOARD CHAIRMAN <u>10/17/07</u> DATE

## **Attachment A**

### **1. RESPONSIBILITIES OF CONSULTANT**

- A. Consultant shall serve as lead consultant for all contractual agreements, including Capital City Consulting and Alcalde and Fay, representing the School Board of Palm Beach County before the Florida Legislature and the United States Congress or any other entity as requested or authorized by the Board, Superintendent or Chief Operating Officer;
- B. Consultant shall develop, prepare and seek approval of state and federal legislative programs for the Board;
- C. Consultant shall ensure that periodic legislative and informational briefings are provided to the Board, Superintendent and staff. Such schedule shall be coordinated with the Chief Operating Officer;
- D. Consultant shall make sure state and federal legislative delegation members and other appropriate legislators are kept informed of district needs and programs;
- E. Consultant shall attend School Board and various staff meetings as designated by the Superintendent or Chief Operating Officer;
- F. Consultant shall be accessible to Board members, Superintendent and staff upon request or as needed for advice, counsel and assistance with issues related to governmental relations;
- G. Consultant shall work with other local governmental entities, state agencies and organizations including but not limited to the Florida School Boards Association, Florida Association of District School Superintendents, Florida Association of School Administrators, Florida Education Association, Greater Florida Consortium of School Boards, Treasure Coast Workgroup or any other appropriate entity in the pursuit of legislative issues for which the Board has a position or need;
- H. Consultant shall serve as liaison with the Palm Beach County Florida Legislative and Congressional delegations for constituency issues brought to the attention of individual legislators;
- I. Consultant shall be responsible for expenses including travel expenses in-county and travel expenses, meals and lodging for legislative committee meetings attended during the normal pre-session, 60-day regular session, three FSBA meetings, Greater Florida Consortium of School Boards meetings, three FELL meetings, two related meetings with legislative or DOE staff in Tallahassee, and four Washington, D.C., meetings (NSBA/FSBA, AASA, GCSC). Board shall be responsible for any travel costs for meetings attended that are in addition to those listed herein as requested or approved by the Superintendent or Chief Operating Officer.
- J. Consultant, in conjunction with staff, shall develop and coordinate agendas for the Greater Florida Consortium of School Boards, Tri-County School Boards, Treasure Coast School Boards or other inter-agency meetings pertaining to legislative issues.
- K. Consultant is responsible for costs of lobbyist registration fees.
- L. Consultant is solely responsible for equipping and maintaining an office including any clerical aid, supplies, computer and telecommunications equipment (telephone, cellular, fax, Internet ISP) necessary in the performance of duties. The Board shall provide Consultant with a district email address and Outlook Web Access in order for consultant to communicate with appropriate district staff as warranted. The Chief Operating Officer or designee shall serve as the consultant's contact point for receipt and distribution of Board or consultant documents, materials, and other related information. The Board may copy and distribute any work product of the consultant as the Board warrants.
- M. Consultant, after consultation with the Chief Operating Officer, shall be solely responsible for and have control over the means, methods, techniques, sequences and procedures for providing all services performed under this agreement.

### **2. OTHER RESPONSIBILITIES**

- A. The Board shall make available to the Consultant, data and other resources as may be required to ensure the success of the legislative programs. Any additional personnel necessary for the Consultant to fulfill his responsibilities enumerated herein shall be at the expense of the Consultant;

- B. The Budget Department shall prepare all budget summary information, including data comparisons, spreadsheets, and graphical representations as may be required to assist the Consultant;
- C. The Consultant shall have no set work hours and his schedule will be determined by him, but all efforts shall be made to accommodate meeting and telecommunication needs of the Board, Superintendent and staff;
- D. This Agreement does not restrict the Consultant's right to work for other clients. Consultant shall be responsible to ensure work for any other client does not conflict or interfere with the provisions of this Agreement. Consultant shall notify the Chief Operating Officer of any contract with another client.
- E. The time, date and location of services shall be continuous throughout the effective dates of the contract as necessary for development and implementation of the provisions of this Agreement.

## Attachment B

### COMPENSATION

- A. For Calendar Year 2008, The School Board shall pay the Consultant the fee of \$147,000, and for calendar year 2009, that amount shall be adjusted by the CPI/urban index for Miami-Ft. Lauderdale (Nov. 07-Oct. 08) not to exceed 4%, for a maximum of NA hours, which shall be paid on the 15<sup>th</sup> of each month upon receipt of invoice as follows:

January 15th	\$20,000
February 15th	\$20,000
March – Dec.15th	\$10,700/month

Note: January 15, 2009 billing will include single payment for CPI/urban increase

Daily Rate: NA Half Day Rate: NA Hourly Rate: NA Flat Rate: \$147,000/yr with 2009 adjusted for CPI/urban

I grant permission for any or all parts of this presentation to be videotaped. ☒ X Yes ☐ No

B. No payment shall be made unless and until the Board verifies that all services for which payment is requested have been fully and satisfactorily performed. Consultant shall submit to Board any documentation necessary to substantiate the full and satisfactory performance of the services for which payment is requested. The administrator who will verify the services have been performed and approve the invoice is: Joseph Moore, Chief Operating Officer.